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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

* * * *

EMPLOYEE PAINTERS' TRUST, *et al.*,
Plaintiffs,
v.
C&C FLOORING, INC., *et al.*,
Defendants.

CASE NO.: 2:14-cv-00204-RCJ-PAL

DEFAULT JUDGMENT AGAINST
DEFENDANT C&C FLOORING, INC.

Date: N/A
Time: N/A

WHEREFORE, on March 19, 2015, Plaintiffs' Motion for Default Judgment against Defendant C&C Flooring, Inc. ("C&C" or "Defendant") having been heard by the Court, and the Court having considered the Motion, together with the Points and Authorities, Exhibits, Affidavit and Declaration submitted therewith,

WHEREFORE, on March 25, 2015, the Plaintiffs having submitted a proposed Default Judgment Against Defendant C&C Flooring, Inc. [Doc. 31 & 32.] On April 13, 2015, the Court having issued its Order rejecting “the proposed judgment without prejudice.” [Doc. 34, p. 1.] The Court further explaining that, “In summary, the Court accepts the claim of liquidated damages but rejects the proposed judgment without prejudice because Plaintiffs have yet to adduce itemizations of the claimed attorney’s fees.” [Id., p. 2.]

WHEREFORE, on April 14, 2015, the Plaintiffs having submitted a Supplement to

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1 Motion for Default Judgment, filing the itemizations of attorney's fees and costs without any
 2 redaction to replace Exhibit 9 to the Motion for Default Judgment. [Doc. 35.]

3 WHEREFORE, on April 15, 2015, the Plaintiffs having submitted a revised proposed
 4 Default Judgment Against Defendant C&C Flooring, Inc. [Doc. 36.] On May 7, 2015, the Court
 5 having issued its Order rejecting the proposed judgment without prejudice, explaining that the
 6 Court would only award attorney's fees in the amount of \$6,895.67. [Doc. 38.]

7 THEREFORE, as the clerk has entered default against C&C [Doc. 25] and the
 8 itemizations of attorney's fees and costs without any redaction have been submitted to the Court
 9 [Doc. 35], and the Court having examined the amount claimed for attorney's fees and costs, the
 10 Plaintiffs' motion for entry of default judgment is proper. *See* Fed. R. Civ. P. 55. The court has
 11 considered the factors set forth in *Eitel v. McCool*, 782 F.2d 1470, 1471–72 (9th Cir.1986), and
 12 finds that entry of default judgment against C&C is appropriate for the reasons set forth in the
 13 Motion.

14 Plaintiffs seek contributions, liquidated damages, and prejudgment interest from C&C
 15 according to the terms of the Northern Nevada Floor Covering Master Agreement ("Master
 16 Agreement"), Incentive Wage Addendum to the Northern Nevada Floor Covering Master
 17 Agreement ("Wage Addendum"), Tenant Improvement Addendum to the Northern Nevada Floor
 18 Covering Master Agreement and to the Incentive Wage Addendum ("Improvement Addendum")
 19 (hereafter Master Agreement, Wage Addendum and Improvement Addendum collectively
 20 "CBA") and Trust Agreements, requiring the submission of monthly written reports to the Trusts
 21 showing the identities of C&C employees performing work covered by the CBA, and the number
 22 of hours worked by C&C employees. C&C breached the terms of the CBA and Trust
 23 Agreements by failing to timely and promptly pay fringe benefit contributions for covered labor
 24 performed by its employees.

25 Plaintiffs also seek attorney's fees and costs pursuant to 29 U.S.C. § 1132(g)(2).
 26 According to Local Rule 54–16, a party requesting attorneys' fees must file a motion
 27 demonstrating the reasonableness of the award, an itemization and description of the work

1 performed, an itemization of all costs, and an attorney affidavit. Plaintiffs have complied with
 2 the requirements of the local rules, warranting an award of attorneys' fees. Plaintiffs assert that
 3 the requested attorney's fees are reasonable because C&C failed to respond to the complaint
 4 causing Plaintiffs to perform substantial legal work to prosecute their claims. Plaintiffs provided
 5 the court with records that itemize and describe the work performed by the attorneys. Further, as
 6 required by the local rules, Plaintiffs filed the attorney affidavit of Laura J. Wolff, Esq., which
 7 states that she reviewed the bills in this case and that "all amounts expended are reasonable in
 8 this case." The Plaintiffs have also submitted itemizations of attorney's fees and costs without
 9 any redaction. [Doc. 35.] Upon reviewing the fees sought and determining their reasonableness,
 10 the Court is inclined to grant attorney's fees in the amount of \$6,895.67.

11 Upon review of the Motion, the Court is inclined to award Plaintiffs' requested relief.
 12 Thus, the Court enters Judgment in favor of the Plaintiffs and against Defendant C&C in the
 13 sum of \$14,343.11, as follows:

14	Unpaid Contributions	\$25,210.51
15	Accrued Interest	\$2,471.02
16	Liquidated Damages	\$3,749.35
17	Audit Fees	\$4,098.07
18	Attorney's Fees	\$6,895.67
19	Costs.....	\$1,466.18
20	Minus Payments.....	-\$29,547.69
21	TOTAL JUDGMENT	\$14,343.11

23 Accordingly, Good Cause Appearing therefor:

24 1. IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Plaintiffs' Motion for
 25 Default Judgment Against C&C Flooring, Inc. is hereby GRANTED.
 26

2. IT IS FURTHER ORDERED that default be entered against Defendant C&C Flooring, Inc. in the amount of Fourteen Thousand Three Hundred Forty-Three Dollars and 11/100 (\$14,343.11) (“Judgment Amount”), representing unpaid contributions, liquidated damages, prejudgment interest, and attorneys’ fees and costs.

3. The Judgment Amount shall accrue interest at the rate set forth in the Trust Agreements, pursuant to 29 U.S.C. § 1132(g).

Dated this 19th day of May, 2015.

IT IS SO ORDERED.


R. Jones
U.S. DISTRICT COURT JUDGE

Submitted by:
CHRISTENSEN JAMES & MARTIN

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